

Exhibit 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND COMPOUNDING
PHARMACY CASES

)
)
) Master File No: 1:13-MD-2419-RWZ
)
)

This document relates to:
1:14-CV-12978-RWZ

)
)
)
) ROBERT DANA BENDER, EXECUTOR OF
THE ESTATE OF RALPH JAMES IRACE, JR.)
DECEASED)
)

Plaintiff,

v.

INSIGHT HEALTH CORP.,

JOHN M. MATHIS, M.D.,

ROBERT F. O'BRIEN, M.D.,

AND

IMAGE GUIDED PAIN MANAGEMENT,
P.C.,

Defendants.

AGREEMENT AS TO DISTRIBUTION OF NET SETTLEMENT PROCEEDS

This Agreement as to Distribution of Net Settlement Proceeds ("Agreement") is made and entered into this 30th day of August, 2016, by and between Mary Irace, Laura Goldschmidt and Susan O'Connor.

1. We, Mary Irace, Laura Goldschmidt and Susan O'Connor, are the only statutory beneficiaries of Ralph Irace, Jr., deceased, pursuant to Virginia Code § 8.01-53 (the "Statutory

Beneficiaries”). Specifically, we are the only siblings of Ralph Irace, Jr., deceased. The parents of the deceased are dead; and the deceased had no spouse, children or grandchildren.

The Insight Imaging Virginia Litigation:

2. We are aware of the facts and circumstances of the lawsuit last pending in the United States District Court for the District of Massachusetts styled *Robert Dana Bender, Executor of the Estate of Ralph James Irace, Jr., deceased v. Insight Health Corp., John M. Mathis, M.D., Robert F. O’Brien, M.D. and Image Guided Pain Management, P.C.*, Case No. 1:14-cv-12978-RWZ. Robert Dana Bender, Executor of the Estate of Ralph James Irace, Jr., executed a settlement agreement in 2015, resolving those claims (the “Settlement Agreement”). We are aware that the Settlement Agreement has been approved and confirmed as part of the Third Amended Joint Chapter 11 Plan of New England Compounding Pharmacy, Inc.(the “Plan”) as well as by order of the District Court of Massachusetts [ECF No. 2110].

3. We are aware that the gross amount of approximately \$ 210,885.35 has been awarded to us collectively under the First Amended Insight Claims Resolution Facility Procedures (“ICRF”). Additional de minimus distributions may be approved in the future, and this agreement and the allocations herein will apply to such future payments as well.

The NECC National Fund

4. We are aware that an additional gross amount of \$ 79,901.42 has been awarded to us collectively as an initial payment from the National Settlement Administrator, pursuant to Section VIII of the Claims Resolution Facility Procedures. We are aware that additional payments may be approved in the future, and this agreement and the allocations herein will apply to such future payments as well.

5. We are aware that the gross amount combining the Award under the ICRF and the Initial NECC Award totals \$ 290,786.77 (the "Current Gross Award").

6. We are aware that attorney's fees are 40% and total \$116,314.71 on the Current Gross Award; and we are aware that the costs/expenses are approximately \$4,801.18, resulting in an adjusted current gross award of \$ 169,670.89 ("Net Settlement"). The decedent was 60 years old at the time of his death, and did not otherwise qualify for Medicare or Medicaid. He was unemployed, but purchased insurance on his own account. Accordingly, there are no health care liens against the recovery in this case.

7. We are aware that, pursuant to Virginia Code § 8.01-53, we are the only individuals who are potentially able to receive a portion of the Net Settlement.

8. We have reached an agreement as to the distribution of the Net Settlement and ask that the net recovery after payment of attorneys' fees, expenses, and any applicable liens, should be distributed evenly among us as follows:

Mary Irace - 33.33333333% (Net = \$56,556.96)

Laura Goldschmidt - 33.33333333% (Net = \$56,556.96)

Susan O'Connor - 33.33333333% (Net = \$56,556.96)

9. We ask that the Court approve the settlement and the distribution thereof under the terms reflected herein. Our notarized signatures below are evidence of this approval.

10. We waive notice and participation in any approval hearing by the Court.

11. We agree that this Agreement may be signed in counterparts, and is governed by Virginia law.

Mary Irace

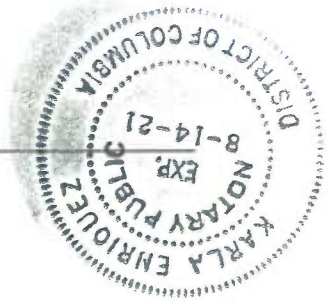
Mary Irace

STATE OF District)
)
CITY/COUNTY OF Columbia) to-wit:

Subscribed and sworn to before me, the undersigned Notary Public, this 30 day of
August, 2016, by Mary Irace.

Karla Enriquez

Notary Public



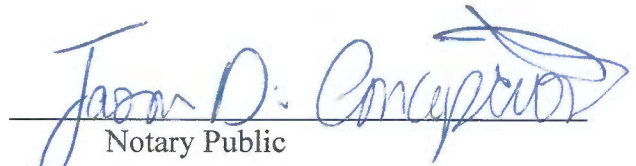
My Commission expires: August 14, 2021.

Registration No.: N/A


Laura Goldschmidt

STATE OF Connecticut)
CITY/COUNTY OF Hartford) to-wit: AVON

Subscribed and sworn to before me, the undersigned Notary Public, this 30th day of August, 2016, by Laura Goldschmidt.


Notary Public

My Commission expires: JASON D. CONCEPCION
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 3/31/2017

